

In re:
Anna Marie Horstman
Debtor(s)

Case No. 19-12043-elf
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2
Date Rcvd: Oct 29, 2020

User: Adminstra
Form ID: pdf900

Page 1 of 2
Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 31, 2020:

Recip ID	Recipient Name and Address
db	Anna Marie Horstman, 314 Roseberry St., Philadelphia, PA 19148-3928

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 31, 2020

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 29, 2020 at the address(es) listed below:

Name	Email Address
JOSEPH F. CLAFFY	on behalf of Debtor Anna Marie Horstman claffylaw@gmail.com claffylaw@aol.com;claffylawecf@gmail.com
MICHAEL D. WARD	on behalf of Debtor Anna Marie Horstman mdwecf@gmail.com G7290@notify.cincompass.com
PAMELA ELCHERT THURMOND	on behalf of Creditor CITY OF PHILADELPHIA pamelathurmond@phila.gov karenablaylock@phila.gov
REBECCA ANN SOLARZ	on behalf of Creditor Specialized Loan Servicing LLC bkgroup@kmlawgroup.com
REBECCA ANN SOLARZ	on behalf of Creditor SPECIALIZED LOAN SERVICING LLC bkgroup@kmlawgroup.com
United States Trustee	USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER, Esq.	on behalf of Trustee WILLIAM C. MILLER Esq. ecfemails@ph13trustee.com, philaecf@gmail.com
WILLIAM C. MILLER, Esq.	ecfemails@ph13trustee.com philaecf@gmail.com

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Anna Marie Horstman		CHAPTER 13
	<u>Debtor</u>	
Specialized Loan Servicing		
	<u>Secured Creditor</u>	
vs.		NO. 19-12043 ELF
Anna Marie Horstman		
	<u>Debtor</u>	
Kurt Horstman		11 U.S.C. Sections 362 and 1301
	<u>Co-Debtor</u>	
William C. Miller, Esquire		
	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The Order dated September 15, 2020 is vacated and the automatic stay as to Secured Creditor's mortgage on the Property located at 314 Roseberry Street, Philadelphia, PA 19148-3928 is reinstated.

2. The post-petition arrearage on the mortgage held by the Secured Creditor on the Debtor's residence is **\$4,360.59** which breaks down as follows;

Post-Petition Payments:	June 2020 to October 2020 in the amount of \$720.85/month
Fees & Costs Relating to Motion:	\$1,231.00
Suspense Balance:	\$474.66
Total Post-Petition Arrears	\$4,360.59

3. The Debtor shall cure said arrearages in the following manner:

a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$4,360.49**.

b). Secured Creditor shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$4,360.49** along with the pre-petition arrears;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

4. Beginning with the payment due November 1, 2020 and continuing thereafter, Debtor shall pay to Secured Creditor the present regular monthly mortgage payment of \$720.85 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

5. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Secured Creditor shall adjust the account accordingly.

6. In the event the payments under Section 4 above are not tendered pursuant to the terms of this stipulation, the Secured Creditor shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Secured Creditor may file a Certification of Default with the Court and the Court shall enter an Order granting the Secured Creditor relief from the automatic stay. In the event of a second default pursuant to the terms of this Stipulation, the Secured Creditor may file a Certification of Default with the Court and the Court shall enter an Order granting Secured Creditor relief from the automatic stay.

7. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

8. If the case is converted to Chapter 7, the Secured Creditor shall file a Certification of Default with the court and the court shall enter an order granting the Secured Creditor relief from the automatic stay.

9. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.


10. The provisions of this stipulation do not constitute a waiver by the Secured Creditor of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.

11. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 16, 2020

By: /s/ Rebecca A. Solarz, Esquire
Attorney for Secured Creditor

Date: 10-26-2020



Michael D. Ward, Esquire
Attorney for Debtors


Date: October 26, 2020

/s/ Jack Miller, Esquire, for*
William C. Miller, Esquire
Chapter 13 Trustee

**No objection to its terms,
without prejudice to any of
our rights and remedies*

ORDER

Approved by the Court this 29th day of October, 2020. However, the court retains discretion regarding entry of any further order.



Bankruptcy Judge
Eric L. Frank